

SALE **OF VALUABLE IMPROVED** **FEE SIMPLE PROPERTY** **KNOWN AS HAWAIIAN RESTAURANT** **AND NITE CLUB AND MOTEL**

Under and by virtue of the power of sale contained in a Mortgage from James A. Huffman unto Betty L. Routzahn dated the 18th day of May, 1984, and recorded in Liber 1239, folio 326, one of the Land Records of Frederick County, Maryland, with said mortgage being in default and having been assigned to the undersigned Assignee for the purpose of foreclosure by instrument duly executed, acknowledged and recorded among the Land Records of the County aforesaid, the undersigned Assignee will offer for sale at public auction, on

MONDAY, JUNE 3, 1985
AT 10:00 A.M.

AT HAWAIIAN RESTAURANT AND
NITE CLUB AND MOTEL
840 JEFFERSON PIKE
KNOXVILLE, MARYLAND 21758

All those lots of parcels of land situate, lying and being in Peteraville Election District, Frederick County, Maryland, as shown on Plat No. F 1055 HC prepared by Sutcliffe & Associates entitled "BOUNDARY PLAT OF THE ESTATE OF SAMUEL L. REMSBURG", dated April 30, 1984 and recorded in Plat Book 29, folio 57, one of the Land Records of Frederick County, Maryland, and containing a total area of 2.698 acres, more or less.

BEING all and the same real estate conveyed unto James A. Huffman by deed from Betty L. Routzahn dated May 18, 1984, and recorded among the Land Records of Frederick County, Maryland, in Liber 1239, folio 326.

GENERAL INFORMATION

This property is known as the Hawaiian Restaurant and Nite club and Motel and will be open for inspection on Saturday, June 1, 1985, from 1:00 p.m. until 3:30 p.m.

The property is designated as Parcel 65, Block 12 on Tax Map 91 on file in the Tax Assessment Office of Frederick County and is located at 840 Jefferson Pike, Knoxville, Maryland 21758, on the Southwest side of State Route 180 just west of State Route 17 at the intersection of Route 180 and Mountain Road in the Peteraville Election District, Frederick County, Maryland.

IMPROVEMENTS

The improvements consist of the following:

1. Restaurant/Night Club: Approximately 4,900 square feet of gross building area, bar area, storage area, kitchen, three (3) dining areas, dance floor and band shell, oil heat, forced warm air and three (3) electric space heaters, five (5) window air conditioning units, two (2) rest rooms and approximately 100 parking spaces. Basement is partial concrete, unfinished, currently used for storage area and connects to one (1) story bungalow residence.

The equipment consists of the following: Two (2) Superior beer coolers, One (1) Perlick beer cooler, One (1) 4-compartment beer cooler, One (1) Manitowoc ice maker, One (1) Kenmore chest freezer, One (1) General Electric refrigerator, Gold glasses, miscellaneous dishes (plates, cups, saucers, etc.) Stainless steel flatware, One (1) stainless steel Gold'n Chef freezer (3 years old), One (1) large stainless steel Commander refrigerator (3 years old), One (1) metal 3-door cabinet, One (1) metal 2-door cabinet, One (1) Osterizer blender, One (1) 3-compartment bar sink, Two (2) ice compartment bar sinks, One (1) draft beer cooler, One (1) cash register model Tee MA 110, One (1) cash register model NCR, 160 gold chairs, 15 black leather wooden bar stools, 23 cocktail tables, One (1) Star french fryer with two (2) baskets, One (1) Vulcan stove with 2 ovens, 4 burners and grill, One (1) chicken fryer, One (1) sandwich bar with refrigerator, One (1) 4-drawer bun warmer, One (1) stainless steel cabinet, one (1) salad bar, one (1) four-slice toaster, four (4) buffet pans, One (1) Vulcan steak broiler, One (1) popcorn machine, 20 dinner tables, Three (3) round tables.

2. One Story Bungalow Dwelling: Approximately 1,074 square feet of gross building area, asbestos shingle siding exterior, asphalt shingle roof, double-hung windows, five (5) rooms, including two (2) bedrooms, one (1) bath, living room with fireplace, dining room, eat-in kitchen (appliances and woodstove do not convey), oil heat, fired gravity system, hardwood floors, wood veneer panel walls and drywall ceilings and full basement with partially finished office.

3. Brick Bungalow Dwelling: Approximately 806 square feet of gross building area, masonry brick construction exterior, asphalt shingle roof, double-hung windows, living room, eat-in kitchen with refrigerator, electric oven, two (2) bedrooms, one (1) bath, hardwood floors, plaster walls, screened 8'x13' porch used as office, covered 8'x19' porch, oil heat, fired furnace with hot water radiator units.

4. Two Story Garage: Approximately 4,600 square feet, three (3) garage bays and restroom on first floor, living room, dining room, kitchen, three (3) bedrooms, one (1) bath on second floor. Masonry block and frame exterior, oil, forced warm air heat.

5. Motel Units:

Number 1: Four (4) units with a gross building area of 1,500 square feet. Typical unit contains a sleeping area, two (2) double beds, knotty pine panel walls and stipple ceiling with a shower bath.

Number 2: Three (3) units with a gross building area of 675 square feet. Each unit contains a sleeping area and rest room.

Number 3: Two (2) units with a gross building area of 420 square feet. Each unit contains a sleeping area and rest room. The typical interior finish includes carpet floors, tongue and groove panel walls and parquet type ceiling with electric baseboard heat.

Number 4: Two (2) units with gross building area of 405 square feet. Each unit contains a sleeping area and a rest room.

Number 5: The site is also improved with a one (1) story brick bungalow with three (3) vacant motel buildings.

TERMS OF SALE: A deposit of ten percent (10%) of the purchase price in the form of a certified check, or a cashier's or treasurer's check of a recognized lending institution payable to "Seymour B. Stern, Assignee" will be required of the purchaser at the time and place of the sale. The balance of the purchase price shall be paid within ten (10) business days of the ratification of the sale by the Circuit Court for Frederick County, Maryland, with the interest to be paid on the unpaid balance of the purchase price from the date of the auction sale to the date of final settlement, at the rate of twelve (12%) per cent per annum. Taxes and other public charges and assessments shall be adjusted to the date of sale and assumed thereafter by the purchaser. All settlement costs and recordation costs including but not limited to cost of title examination, attorney's fees, stamps, transfer taxes and recording charges shall be paid by the purchaser. Conveyance shall be by Assignee's deed without covenant or warranty, expressed or implied. The property herein is being sold subject to all federal, state and county laws and ordinances which may affect the property and its use, as well as all easements, restrictions, covenants, liens, encumbrances and other matters of record which may be superior to the mortgage being foreclosed. All of said property subject to the above mortgage is being sold on a "AS IS" basis and the Assignee is making no representation or warranty with regard to said property. TIME IS OF THE ESSENCE. Compliance with the terms of the sale shall be made within the time as aforesaid or the deposit shall be forfeited and the property resold at the risk and cost of the defaulting purchaser. Assignee reserves the right to withdraw the property from sale at any time, reject all bids, and resolve all disputes.

SEYMOUR B. STERN,
Assignee

Robert J. Kresslein, Esquire
 SEYMOUR B. STERN, P.A.
 118 West Church Street
 P.O. Box 703
 Frederick, Maryland 21701
 (301) 663-5335

DELBERT S. NULL,
 Auctioneer
 10 West College Terrace
 Frederick, Maryland 21701
 (301) 663-1161

ACKNOWLEDGEMENT OF PURCHASE

I (we) do hereby acknowledge that I

(we) have purchased

the real estate described in

the advertisement attached hereto

at and for the sum of

Two hundred fifty thousand

(\$ 250,000⁰⁰)

the sum of none

(\$ - 0 -)

having been paid this date, and

the balance of Two hundred fifty thousand

(\$ 250,000⁰⁰)

being due and payable at the

time of final settlement, and

I (we) do further covenant and

and agree that I (we) will

comply with the terms of sale

as expressed in the advertise-

ment attached hereto.